



December 30, 2020

Dear Offeror(s):

SOLICITATION NUMBER 339912 “False Bottom Demonstration and Development Testing”

Washington River Protection Solutions, LLC (WRPS) requests proposals for 339912 False Bottom Demonstration and Development Testing. The requested work is in support of WRPS’s Prime Contract DE-AC27-08RV14800 with the U.S. Department of Energy, Office of River Protection.

Please note the following important dates for this solicitation:

- **Notice of Intent to Propose – Thursday, January 7, 2021**
- **Pre-Proposal Conference – Monday, January 11, 2021**
- **Questions Due Date – Friday, January 15, 2021**
- **Proposal Due Date – Monday, February 1, 2021**

Information regarding the submission of a proposal is contained in the attached Solicitation.

The proposal is due by 4:00 p.m. on February 1, 2021 as indicated in Section 2.1 of this solicitation.

WRPS looks forward to your response.

Very truly yours,

Janelle Freepons,
Procurement Specialist



SOLICITATION 339912

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PART A – SOLICITATION

1.0 Introduction

Washington River Protection Solutions, LLC (WRPS) acting under its contract with the U.S. Department of Energy – Office of River Protection, requests Offeror to submit a proposal for a Time and Material type of subcontract to provide False Bottom Demonstration and Development Testing. Part A of this Solicitation describes the proposal submittal requirements, instructions, and applicable exhibits/certifications. Part B contains all of the solicitation exhibits. Part C is the Model Subcontract, which contains all of the terms and conditions, attachments, and references that will govern performance of the work.

1.1 Buyer Not Obligated – Irregularities and Notifications

WRPS is not obligated to pay any costs incurred in the preparation and submission of Offeror's proposal, nor required to enter into a subcontract or any other arrangement with Offeror.

1.2 Solicitation Amendments

The Procurement Specialist may issue one or more amendments to the solicitation to make changes or to resolve any problems regarding the solicitation. The Procurement Specialist will issue the amendment in time for prospective Offerors to incorporate any changes into their proposals. If this solicitation is amended, then all terms and conditions that are not amended will remain unchanged. **YOUR FAILURE TO ACKNOWLEDGE THE RECEIPT OF THE AMENDMENT AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME MAY RESULT IN REJECTION OF YOUR OFFER.**

2.0 Proposal Submittal

WRPS prefers that the proposal be submitted via e-mail provided that it includes appropriate signatures where required. If Offeror does not have the capability to transmit a signed electronic proposal, Offeror may submit an unsigned proposal via e-mail, however, a signed original must also be submitted. If an e-mail proposal (without signature) is submitted in order to meet the deadline, Offeror must also transmit a signed original and 1 copies via U.S. Postal Service or delivery service. Identify the name of the Procurement Specialist and the Solicitation number to which Offeror is responding on the e-mail transmittal document.

2.1 Deadline

The proposal is due by 4:00 p.m. on 2/1/2021.

2.2 Identification and Delivery

Address a proposal sent via the U.S. Postal Service to:

Response to Solicitation No. 339912
Janelle Freepons, MSIN H1-41
Washington River Protection Solutions, LLC
P.O. Box 850
Richland, WA 99352

The address for a proposal sent via another delivery service is:

851 Smartpark Street
Richland, WA 99354

Procurement Specialist Contact Information:

Name: Janelle Freepons
Phone Number: (509) 373-7856
Email Address: Janelle_K_Freepons@rl.gov

NOTE: Communications with any WRPS personnel except the above named Procurement Specialist concerning any aspect of this Solicitation may be grounds for disqualifying an Offeror from being considered for award.

2.3 Withdrawal

Offeror may withdraw its proposal by written or electronic notice received at any time prior to award.

2.4 Notification of Intent to Propose

WRPS requests that each prospective Offeror notify the procurement specialist by email no later than 1/7/2021 whether the Offeror intends to submit a proposal in response to this Solicitation. The Offeror may transmit the notification to the Procurement Specialist via e-mail.

2.5 Pre-proposal Conference

A pre-proposal conference will be scheduled for 9:00 a.m. Pacific Time, Monday, January 11, 2021, via Microsoft Teams. The Pre-Proposal Conference is being held to discuss in further detail the RFP, Statement of Work, etc. and to answer any questions regarding this solicitation. All Offerors are highly recommended to attend the Pre-proposal conference as scheduled. WRPS does not anticipate holding a second Pre-proposal conference. WRPS is not obligated to pay any costs incurred in the Offeror attending this conference. All costs will be incurred by the Offeror.

Please notify the Procurement Specialist, Janelle Freepons, via e-mail at Janelle_K_Freepons@rl.gov if you plan to attend.

2.6 Questions/Comments Regarding the Solicitation

The Offeror must submit any comments or questions regarding the solicitation to the Procurement Specialist no later than 1/15/2021. The Procurement Specialist will answer all questions in writing for the benefit of all prospective Offerors.

3.0 Basis for Award

WRPS may award one or more subcontracts as a result of this solicitation. Award will be made to the Offeror that represents Best Value. This solicitation provides the basis for WRPS's evaluation and is keyed to the selection process. Offerors are also advised that WRPS reserves the right to award a subcontract based upon initial offers and without further discussions with offerors. Offeror should provide their best price and technical offers initially.

3.1 Qualification Standards

Offerors who do not possess the minimum qualifications and resources necessary to perform the proposed work are not encouraged to incur proposal and other expenses involved in competitive submissions. The following Qualification Standards must be met in their entirety in order for an Offeror to be considered for award.

3.1.1 Standard No. 1

Technical Approach includes use of a self-leveling material (grout/polymer/epoxy or combination thereof) to repair the scaled storage tank.

3.1.2 Standard No. 2

Technical Approach will create a new false bottom in the tank.

3.1.3 Standard No. 3

Technical Approach includes demonstration at the Cold Test Facility per WRPS schedule.

3.1.4 Standard No. 4

Technical approach includes hydrostatic testing or similar method.

3.2 Tradeoff Selection Process

WRPS will award a subcontract to the responsible offeror whose proposal is most advantageous to WRPS, price and other factors considered. WRPS will evaluate and rank proposals using a tradeoff process. A tradeoff process allows for an award to other than the lowest priced offeror or highest technically rated offeror, but which, in the opinion of the evaluators, represents the “best value.” Proposals will be screened on a combination of scored and pass/fail evaluation factors based on the qualifications demonstrated within the offer. The following factors and sub factors will be used to evaluate offers. Non-cost/price evaluation factors, when combined, are significantly more important than cost or price.

Technical Approach

1. Evaluation of Execution plan and its’ elements or components
 - a. Schedule
 - Able to meet WRPS Expected demonstration in June 2021
 - b. Test Crew Roles & Responsibilities
 - c. Test Methods – Features of proposed technology to be tested
 - d. Test Methods – Features of proposed technology NOT to be tested
 - e. Suspension Criteria and resumption requirements (if applicable include mitigation plan for resumption)
 - f. Material for False Bottom composition
 - g. Expected leveling of material (i.e. rise, run and expected degree of slope over a dimension)
 - h. Environmental Limitations for application of material

Past Experience/Commercial Application (Past Performance Data)

1. Experience with projects similar in nature (ie. In-Place Repair tanks/vessels)

Project Management (Key Personnel Resume)

1. Designated Project Manager for oversight and technical execution of work scope

2. Years of technical experience operating proposed method/technology

4.0 Proposal Instructions

Document “Conceptual Specification for Repairing, Inspecting, and Testing Tank 241-AY-102” RPP-SPEC-61615 Rev.00 dated 8/24/2017 is attached with solicitation. This document provides additional information regarding the tank conditions for deployment of tank repair.

4.1 General Proposal Requirements

Organize the proposal as outlined below. Prepare the proposal simply and economically and provide a straightforward and concise presentation of the information requested in the Solicitation Request. Proposals submitted electronically must consist of separate files for the Technical Proposal and the Business and Price Proposal.

4.1.1 Volume I – Technical Proposal

WRPS will evaluate Offeror’s technical capabilities/qualifications as well as its pricing for the requirements specified in the Statement of Work. Offeror’s proposal must address the following:

- An acknowledgement that the Statement of Work is fully understood and that Offeror has resources qualified to perform the work.
- Execution Plan and schedule for the project.
- Key personnel (Project Manager). Attach résumés of key personnel.
- Past Performance Experience and Data.
- Statement of compliance with subcontract insurance requirements as specified in the On-Site Work Provisions, including confirmation that all required insurance certificates will be provided prior to any on-site work.

4.1.2 Volume II – Business and Price Proposal

Please provide detailed description on cost/pricing information (i.e., hourly rate breakdown). Standard payment terms are Net 30. Prompt payment discounts will be considered and should be included in the proposal.

4.1.3 Direct Pay Permit - Taxes

The WRPS Direct Pay Permit will not apply to the resultant subcontract/purchase order. Therefore, the Offeror's price shall include all applicable Federal, State, county, municipal, or other taxes. For information relating to Sales and Use Tax in Washington State please reference the following website: <http://dor.wa.gov/content/home/>

Offeror shall list separately, in its price proposal, any such tax applicable to any goods/service payable by WRPS.

4.1.3.1 Representations and Certifications

WRPS, relies upon Subcontractor's current representations and certifications within a Federal web-based system, the System for Award Management (SAM), that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations.

1. The representation and certification information within SAM is still current;
2. All statements and explanatory documentation submitted are current and accurate;
3. Subcontractor complies with all requirements of State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities;
4. All Subcontractor employees who may work on WRPS's premises or on the Hanford Site are not under the influence of controlled substances, drugs, or alcohol. Subcontractor agrees to the testing of assigned employees under WRPS's program for controlled substances;
5. Subcontractor's information in the WRPS's registration system is current (no more than 12 months old); and
6. Subcontractor will update SAM on an annual basis.

In addition, the Offeror will need to be registered with WRPS through its [vendor registration website](#) and have obtained a vendor identification number and form number (password). If assistance is required, please contact WRPS Contract Support at WRPS_Procurement@rl.gov.

4.1.3.2 Additional Information

In order for WRPS to adequately evaluate the proposal, some additional information is required. Please complete and return all forms and documents listed below:

- Cost Proposal Form (Exhibit 1).
- Organizational Conflict of Interest Disclosure (Exhibit 2).
- Past Performance Data Form (Exhibit 3).
- Agreement Exceptions (Exhibit 4).
- Vendor ESH&Q Requirements Questionnaire. (Exhibit 5).

4.2 Acceptance of Terms and Conditions

The subcontract resulting from this Solicitation will be substantially the same as the Model Subcontract that is contained in Part C of the Solicitation. Unless otherwise noted in the proposal, Offeror's submission of a proposal signifies unqualified acceptance of all of the technical requirements and other terms and conditions of the subcontract that are contained in or referenced in this Solicitation. Interpretations established by Offeror to any part of this Solicitation may be considered an exception.

4.2.1 Exceptions to Technical Requirements and Other Terms and Conditions

Offeror must describe any exceptions (on the Agreement Exceptions form in Part B of this Solicitation) to the technical requirements and other terms and conditions of the Model Subcontract in Part C on which the proposal is based. WRPS considers compliance with the technical requirements and terms and conditions of the Subcontract to be essential. In case of doubt, Offeror should request clarification from the Procurement Specialist. If any exceptions are taken to the requirements of the Solicitation, the pricing shall be based on the requirements of the Solicitation and the exception(s) priced as alternates. If the proposal is based only on the proposed exceptions, WRPS may determine the proposal to be non-responsive.

4.3 Proposal Validity Period

Offeror's proposal shall remain firm for 60 days after the proposal due date.

4.4 Document Transmittal – Master Submittal Register

The Subcontract will contain a Master Submittal Register (MSR) comparable to the exhibit document contained herein. The MSR identifies the required Subcontractor submittals. Offerors shall review the MSR exhibit, assure that the document submittal requirements are clear and understandable, identify any additional submittals on the MSR exhibit, and provide the Buyer with applicable transmittal dates for all planned submittals. The MSR with added Offeror information shall be returned with Offeror's proposal.

5.0 Notices

5.1 North American Industry Classification System (NAICS) Code and Size Standard

The Buyer has determined that North American Industry Classification System (NAICS) Code 541990 All Other Professional, Scientific and Technical Services applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this solicitation is \$16.5 Million.

5.2 Employment Eligibility Verification (E-Verify)

WRPS anticipates that this award will be subject to the Employment Eligibility Verification requirements established in Federal Acquisition Regulations (FAR) clause 52.222-54, which requires the successful Offeror to enroll and utilize the E-Verify program. Enrollment is done via the Internet at the Department of Homeland Security Web site at <http://www.dhs.gov/E-Verify>. This requirement is applicable to awards that are more than \$3,500 and considered commercial or noncommercial Services (except for commercial Services that are part of the purchase of a Commercial Off the Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications) performed by the COTS provider, and are normally provided for that COTS item) or Construction. Subcontractors who are only suppliers are not subject to E-Verify.

WRPS reserves the right, prior to award, to require Offeror to submit information which WRPS will use to make a determination whether Offeror has successfully enrolled in the E-Verify program. Such information may include a copy of the last three (3) pages of the enrollment form (i.e., pages 11, 12, and 13) and any other information that may be required to make the appropriate determination.

6.0 Material Handling Fee-Fixed-Solicitation

Subcontractors are required to fill in the blanks in the Payment for Material Handling/G&A Efforts section contained in the Compensation Schedule. If the Materials/ODC's incremental value is blank and the Subcontractor seeks to be paid for

Material Handling/G&A efforts under the Subcontract, the Subcontractor is to divide the Subcontractor's proposed total estimated costs for materials and Other Direct Costs (ODC's) by ten (10) and fill in the incremental payment blank by that value, (*e.g., if the total estimated cost for Materials/ODC's is \$500,000 the payment increment amount will be \$50,000*). Subcontractors are then to propose a firm fixed price for Material Handling/G&A efforts associated with delivery of each full increment of Materials/ODC's delivered and accepted. If the Materials/ODC increment value has been pre-established by the Buyer, the Subcontractor is then only to complete the fixed price payment amount.

The Estimated Not-To-Exceed amount for payment for Material Handling/G&A efforts shall be ten times the fixed price payment amount, e.g., if the fixed price payment amount is \$3,500, the Estimated Not-To-Exceed amount for all Material Handling/G&A efforts will be \$35,000. The total Estimated Not-To-Exceed amount will be used in any evaluation for award.

If no payment for Material Handling/G&A efforts under the subcontract is sought, simply insert "N/A" in the blanks in the Payment for Material Handling/G&A Efforts section in the Compensation Schedule.

7.0 Foreign Nationals

SUBCONTRACTORS intending to propose use of any Foreign National (non-US citizens), shall indicate their intent as part of the SUBCONTRACTOR'S proposal submission. After being selected for Subcontract Award but prior to start of performance: Foreign National requests will be processed in accordance with Hanford Site Security procedures, DOE Order 142.3a entitled Unclassified Foreign Visits & Assignment Program and Mission Support Alliance (MSA) Procedure MSC-PRO-SEC-392 entitled Unclassified Visits & Assignment by Foreign Nationals. Information for processing requests shall be submitted regardless if the Foreign National works on the Hanford site or elsewhere. Processing of any request are required to be completed/approved prior to commencement of any work. The lead time for processing Foreign National requests can take up to several months depending upon the country of origin and the subject matter involved. If Foreign Nationals are considered for use at any time under a Subcontract, SUBCONTRACTORS shall notify the Procurement Specialist and Hanford Security of the change. SUBCONTRACTORS shall adhere to the requirements for processing and approval as identified above for any changes in Foreign National use.

PART B – SOLICITATION EXHIBITS

Exhibit	Description
1	Cost Proposal Form (with instructions)
2	Organizational Conflict of Interest Disclosure
3	Past Performance Data Form
4	Agreement Exceptions
5	Vendor ESH&Q Requirements Questionnaire



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EXHIBIT 1. T&M/LH PRICE PROPOSAL FORM

Stage 1 per SOW

LABOR				
Line	Description	Est. Hours	Fully Burdened Rate	Total
1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
Labor Subtotal				\$ -
OTHER DIRECT COSTS (ODC's)				
Line	Description	Qty.	Unit Rate	Total
1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
Applicable Sales Tax				\$ -
ODC Subtotal				\$ -

GRAND TOTAL Stage 1 \$ -

*Provide detailed build up to include all labor, materials, travel, etc.



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Stage 2 per SOW

LABOR				
Line	Description	Est. Hours	Fully Burdened Rate	Total
1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
Labor Subtotal				\$ -
OTHER DIRECT COSTS (ODC's)				
Line	Description	Qty.	Unit Rate	Total
1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
Applicable Sales Tax				\$ -
ODC Subtotal				\$ -

GRAND TOTAL Stage 2 **\$ -**

*Provide detailed build up to include all labor, materials, travel, etc.

INSTRUCTIONS FOR COMPLETING THE PRICE PROPOSAL FORM

- A. The Compensation Schedule is a Word Document that has Excel worksheets embedded in it. To use the Excel portion of the document, double-click on any of the grayed areas. The Solicitation Compensation Schedule may be converted to a Subcontract Compensation Schedule if the Tank Operating Contractor (WRPS) makes an award.
- B. Under “Labor,” enter the proposed names or labor categories as well as the estimated hours, and fully burdened rates. Lines in the spreadsheet can be added or deleted as needed. The totals are automatically computed.
- C. Under “Other Direct Costs,” include any proposed costs as described in Article 1.2 of the Supplemental Provisions – Time & Material/Labor Hour Contract Type. Also, include any proposed travel in sufficient detail to allow WRPS to evaluate and determine that proposed costs are consistent with the [Federal Travel Regulations](#).
- D. The WRPS Direct Pay Permit will not apply to the resultant subcontract/purchase order. Therefore, the Offeror’s price shall include all applicable Federal, State, county, municipal, or other taxes. For information relating to Sales and Use Tax in Washington State please reference the following website: <http://dor.wa.gov/content/home/>. Offeror shall list separately, in this Compensation Schedule, any such tax applicable to any goods/service payable by WRPS.
- E. This form may be modified to add additional labor categories and multiple pages may be used to show additional option years.

EXHIBIT 2. ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE

Rev. 3

6/22/16

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government or WRPS, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

It is WRPS's policy to avoid situations, which place an Offeror in a position wherein it may not be able to compete on an equal basis for WRPS-controlled work with other qualified Offerors. This representation, and the information disclosed thereby, will serve to advise WRPS whether or not an Offeror's judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, the Offeror may have or appear to have which relates to the work to be performed under a subcontract which may result from this solicitation, thus providing the Offeror an unfair competitive advantage over others. The term "Offeror" herein means the proposing entity or any of its affiliates or proposed consultants or subcontractors of any tier. Therefore:

Offeror shall provide WRPS a statement which describes in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work described in the statement of work of this solicitation. Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of affiliates or other divisions or sections of the proposing entity and how that structure or system would avoid or mitigate an organizational conflict of interest.

Offeror shall assure that any consultants and/or subcontractors identified in its proposal which will perform part or all of any resulting subcontract submit the same information as required above, either as part of the Offeror's proposal or directly to WRPS, prior to the time and date set forth for the receipt of proposals, including identification of the solicitation number and the (Offeror's) proposal to which it relates.

Offeror shall assure that each of its chief officers or directors, if any, who will be directly involved in the actual performance of the subcontract, submit such information.

Offeror shall promptly provide to WRPS information concerning any changes, including additions, in its relevant facts reported, that occur between the time of submission of its proposal and the award of a subcontract or the time the Offeror is notified that it is no longer being considered for an award.

WRPS will review the information submitted and may require additional relevant information or certifications from the Offeror. All such information, and any other relevant information known to WRPS, will be used to determine whether an award to the Offeror may create an organizational conflict of interest with respect to the Offeror's (1) bias caused by financial, contractual,

organizational, or other interests which relate to the work to be performed under the subcontract, resulting in Offeror being unable to render impartial, technically sound, and objective assistance or advice, or (2) obtaining an unfair competitive advantage over other parties. If WRPS determines a conflict exists which would require some action to mitigate an actual or potential conflict of interest that would otherwise represent an unacceptable risk to WRPS, it may, at its sole discretion: (1) impose appropriate terms or conditions necessary to avoid or mitigate the conflict, (2) disqualify the offer, or (3) proceed with an award despite the conflict.

Offeror refusal to submit the representation and/or to provide the disclosure or any additional information requested by WRPS may result in disqualification of the Offeror for an award. Misrepresentation of material facts or other reported information may also result in disqualification. If any such misrepresentation is discovered following award, WRPS may terminate the contract for default or seek other remedies including actions pursuant to 18 U.S.C. 1001.

Depending on the nature of the subcontract activities, Offeror may, because of the existence of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement of work contained in the original solicitation, unless the solicitation specifically prohibits such exclusion. Any proposed exclusion may be considered by WRPS in the evaluation of proposals, but may ultimately determine the proposal to be unacceptable.

No work shall be performed, and WRPS will not authorize work to begin, until representations and disclosure information has been evaluated. WRPS may also, at its option, permit missing representations or disclosure information to be provided by an Offeror at any time during the pre-award process.

In lieu of or in addition to the above and/or when requested by WRPS, Offeror shall provide a certification similar to the following, altered only to reflect the relevant facts:

CONFLICT OF INTEREST DISCLOSURE STATEMENT

I hereby certify that, to the best of my knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that relate to the proposed work; and bear on whether I and the Offeror have a possible conflict of interest with respect to being able to render impartial, technically sound, and objective assistance or advice, or being given unfair competitive advantage.

Authorized Offeror Representative

Date



SOLICITATION NO: 339912

EXHIBIT 3. PAST PERFORMANCE

Rev. 0

1/1/03

Please type or print at least two (2) and as many as five (5) references to recently completed or substantially complete contracts with requirements similar to those described within this solicitation.

CLIENT NAME CONTACT NAME TELEPHONE NO.	CONTRACT NO. CONTRACT DATE	START DATE END DATE CONTRACT VALUE	CONTRACT TERMINATED? (Y/N) Explain in attachment

NAME AND ADDRESS OF OFFEROR	NAME OF SIGNER
	TITLE OF SIGNER
	DATE
OFFEROR <i>(Signature of person authorized to sign)</i>	



SOLICITATION NO: 339912

EXHIBIT 4. AGREEMENT EXCEPTIONS

NOTICE: Any exceptions to the proposed subcontract terms and conditions must be indicated below. Washington River Protection Solutions, however, reserves the right to disqualify offers which deviate from the Solicitation. If the offeror has no exceptions, please write "None" below.

NAME AND ADDRESS OF OFFEROR	NAME OF SIGNER
	TITLE OF SIGNER
OFFEROR <i>(Signature of person authorized to sign)</i>	DATE

EXHIBIT 5. VENDOR ESH&Q QUESTIONNAIRE

Subcontractor Name:

Subcontractor Address:

City: State: Zip:

Subcontractor Point of Contact:

Email:

All contractors working on the Hanford Site are expected to safely perform in a quality manner while protecting worker health and the environment. Please answer the following questions about how your company implements ESH&Q.

#	Question
1.	<p>Does your company have a documented environmental, occupational safety, healthy and quality program that complies with applicable local, state, federal, and DOE regulatory requirements?</p> <p>Yes: <input type="checkbox"/> No: <input type="checkbox"/></p> <p>Required: Attach Table of Contents to this form.</p>
2.	<p>Are your employees trained and equipped to perform their assigned work?</p> <p>Yes: <input type="checkbox"/> No: <input type="checkbox"/></p>
3.	<p>Does your company have policies and procedures in place to eliminate accidents, injuries/illness, and damage to property and equipment?</p> <p>Yes: <input type="checkbox"/> No: <input type="checkbox"/></p>
4.	<p>Are company ESH&Q records adequately and properly maintained?</p> <p>Yes: <input type="checkbox"/> No: <input type="checkbox"/></p>
5.	<p>Are accidents/incidents investigated promptly and reports generated?</p> <p>Yes: <input type="checkbox"/> No: <input type="checkbox"/></p>
6.	<p>Do your employees have the right to report unsafe conditions and to interrupt or stop work without fear of reprisal?</p> <p>Yes: <input type="checkbox"/> No: <input type="checkbox"/></p>
7.	<p>Is the frequency of ESH&Q meetings with employees scheduled to discuss the work to be performed hazards associated with the work based on the scope of work and commensurate with the work hazards?</p> <p>Yes: <input type="checkbox"/> No: <input type="checkbox"/></p>
8.	<p>Are ESH&Q inspections/audits conducted to evaluate the effectiveness of your program?</p> <p>Yes: <input type="checkbox"/> No: <input type="checkbox"/></p>
9.	<p>Does your company have an average Experience Modification Rate (EMR) of 1.0 or less for the previous three years?</p> <p>Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your EMR?</p> <p>Required: Attach a letter from Workers' Compensation carrier stating EMR for 3 most recent years.</p>

10.	<p>Does your company have an average Occupational Safety and Health Administration (OSHA) Recordable Case Rate of 3.2 or less for the previous three years?</p> <p>Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your Recordable Case rate?</p> <p>Required: Attach OSHA 300 logs to this form..</p>
11.	<p>Does your company have an average OSHA Lost Workday case rate of 0.64 or less for the previous three years?</p> <p>Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your OSHA Lost Workday case rate?</p> <p>Required: OSHA 300 logs to this form.</p>
12.	<p>Does your construction company have an average OSHA Lost Workday case rate of 3.0 or less for the previous three years?</p> <p>Yes: <input type="checkbox"/> No: <input type="checkbox"/> What is your OSHA Lost Workday case rate?</p> <p>Required: Attach OSHA 300 logs to this form.</p>
13.	<p>Has your company been cited for a(n) willful violation(s) from any regulatory agency during the previous three years?</p> <p>Yes: <input type="checkbox"/> No: <input type="checkbox"/></p>



PART C – MODEL SUBCONTRACT

Subcontract No. TBD	Effective Date: TBD
Issued By: Washington River Protection Solutions, LLC P.O. Box 850 Richland, WA 99352	Subcontractor: TBD

This Subcontract is effective as of TBD, between Washington River Protection Solutions (WRPS) and TBD (“SUBCONTRACTOR”) who hereby agree that all Work specified below, which is a portion of the goods and services to be provided by WRPS for the United States Department of Energy, shall be performed by the SUBCONTRACTOR in accordance with all the provisions of the Subcontract.

1. **Work to be Performed:** Except as specified elsewhere in the Subcontract, SUBCONTRACTOR shall furnish all labor and materials necessary and required to satisfactorily perform: Demonstrate repairing a storage tank back into service by filling the compromised bottom portion of the tank with an amount of self-leveling material, creating a new bottom of the tank.
2. **Period of Performance:** The Subcontract period of performance is specified as: TBD
3. **Contract Type:** Time and Material
4. **Total Value of Subcontract:** TBD
5. **Compensation:** As full consideration for the satisfactory performance by SUBCONTRACTOR of this Subcontract, WRPS shall pay to SUBCONTRACTOR compensation in accordance with the prices set forth below or in the attached Compensation Schedule consistent with the payment provisions of this Subcontract. Sales tax must be listed as a separate line item on the invoice per the General Invoice Requirements specified in the applicable Provisions incorporated in the List of Attachments to this Subcontract.



LABOR				
Line	Description	Est. Hours	Fully Burdened Rate	Total
1				\$ -
2				\$ -
3				\$ -
4				\$ -
Labor Subtotal				\$ -
OTHER DIRECT COSTS (ODC's)				
Line	Description	Qty.	Not to Exceed	Total
1				\$ -
2				\$ -
3				\$ -
4				\$ -
ODC Subtotal				\$ -

GRAND TOTAL \$ -

6. As stated in Article 17.0, *Invoicing and Payment, of Commercial General Provisions*, payment will be made within 30 calendar days after receipt of a properly prepared invoice unless otherwise agreed to between SUBCONTRACTOR and WRPS.

7. **Authorized Personnel:** Only the following named WRPS individuals are authorized to make changes to this document:

Janelle Freepons, Procurement Specialist
 Lisa Carlin, Subcontracts Manager
 J. M. Legarreta, Manager, Procurement

8. **Designation of Technical Representative:** WRPS hereby designates the following as the Buyer's Technical Representative (BTR), for this Subcontract:

Name: TBD
 Phone: (509) -
 Mail Stop:

9. Special Provisions

9.1 Negotiated Exceptions to General Provisions

The following exceptions/changes to the General Provisions or Supplemental Provisions are agreed to and incorporated into the Subcontract:

TBD

9.2 Options

WRPS may exercise its option to acquire the optional services prior to the expiration of this Subcontract. WRPS shall issue a written notice of its intent to exercise the option thirty (30) days prior to the option's effective date. The actual exercise of the option shall be formalized via a Subcontract modification.

9.3 Key Personnel

In accordance with the General Provisions article entitled, "Key Personnel," the following named individuals have been determined to be key personnel assigned to the performance of this Subcontract.

1. Project Manager

9.4 Organizational Conflicts of Interest (DEAR 952.209-72) – Alternate 1 (Modified)

- a) Purpose. The purpose of this clause is to ensure that the SUBCONTRACTOR (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- b) Scope. The restrictions described herein shall apply to performance or participation by the SUBCONTRACTOR and any of its affiliates or their successors in interest (hereinafter collectively referred to as "SUBCONTRACTOR") in the activities covered by this clause as a subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
 - 1) Use of SUBCONTRACTOR's Work Product.

- i. The SUBCONTRACTOR shall be ineligible to participate in any capacity in Department of Energy (DOE) subcontracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the SUBCONTRACTOR's performance of work under this Subcontract for a period of five years after the completion of this Subcontract. Furthermore, unless so directed in writing by the WRPS Procurement Representative, the SUBCONTRACTOR shall not perform any advisory and assistance services work under this Subcontract on any of its products or services or the products or services of another firm if the SUBCONTRACTOR is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the SUBCONTRACTOR from competing for follow-on subcontracts for advisory and assistance services.
 - ii. If, under this Subcontract, the SUBCONTRACTOR prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the SUBCONTRACTOR shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The SUBCONTRACTOR shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the DOE contracting officer or the WRPS Procurement Specialist, in which case the restriction in this subparagraph shall not apply.
 - iii. Nothing in this paragraph shall preclude the SUBCONTRACTOR from offering or selling its standard and commercial items to the Government.
- 2) Access to and use of information.
- i. If the SUBCONTRACTOR, in the performance of this Subcontract, obtains access to information, such as WRPS or DOE plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the SUBCONTRACTOR agrees that without prior written approval of the WRPS Procurement Specialist it shall not:

- A. use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - B. compete for work for WRPS or the DOE based on such information for a period of six (6) months after either the completion of this Subcontract or until such information is released or otherwise made available to the public, whichever is first;
 - C. submit an unsolicited proposal to WRPS or the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
 - D. release such information unless such information has previously been released or otherwise made available to the public by the DOE.
- ii. In addition, the SUBCONTRACTOR agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Subcontract, it shall treat such information in accordance with any restrictions imposed on such information.
 - iii. The SUBCONTRACTOR may use technical data it first produces under this Subcontract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this Subcontract.
- c) Disclosure after award. (1) The SUBCONTRACTOR agrees that, if changes, including additions, to the facts disclosed by it prior to award of this Subcontract, occur during the performance of this Subcontract, it shall make an immediate and full disclosure of such changes in writing to the WRPS Procurement Specialist. Such disclosure may include a description of any action which the SUBCONTRACTOR has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. WRPS may, however, terminate the Subcontract for convenience if it deems such termination to be in the best interest of the Government. (2) In the event that the Subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the WRPS Procurement Specialist, WRPS may terminate this contract for default.

- d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this Subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, WRPS may terminate the Subcontract for default, disqualify the SUBCONTRACTOR from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this Subcontract.
- e) Waiver. Requests for waiver under this clause shall be directed in writing to the WRPS Procurement Specialist and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of WRPS and the Government, the WRPS Procurement Specialist may grant such a waiver in writing.
- f) (1) The SUBCONTRACTOR shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms “contract,” “contractor,” and “contracting officer” shall be appropriately modified to preserve the Government's rights.
- (2) Prior to the award under this Subcontract of any such lower-tier subcontracts for advisory and assistance services, the SUBCONTRACTOR shall obtain from the proposed lower-tier subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the lower-tier subcontractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the SUBCONTRACTOR. If the conflict cannot be avoided or neutralized, the SUBCONTRACTOR must obtain the approval of the WRPS Procurement Specialist prior to entering into the lower-tier subcontract.

9.5 Document Transmittals – Master Submittal Register (MSR)

The SUBCONTRACTOR shall utilize the BUYER's document transmittal system for the exchange of data and information during the performance of Work under this Subcontract. Submittals indicated herein are documents that must be received and/or approved by BUYER prior to final acceptance of the work.

A Master Submittal Register (MSR) is included as an attachment to the Subcontract and identifies the required SUBCONTRACTOR submittals. SUBCONTRACTOR

information shall be transmitted using TOC Incoming Letter of Transmittal to the address indicated therein.

Submittals must be transmitted electronically to the email address identified on the MSR or as directed via the BUYER's designated File Transfer Protocol (FTP) site. All transmittal subject headings shall contain, at a minimum, the subcontract number, submittal number, and submittal description. Document transmittals shall **not** include password protected files.

Failure to complete and transmit submittals in accordance with the MSR, may result in the delay of invoice payments and final subcontract closeout.

9.6 Reimbursement of Travel Expenses

Prior Written Permission for Travel: Only when authorized by the Buyer's authorized procurement representative prior to arranging, conducting, and/or incurring travel expenses by the Subcontractor or the Subcontractor's employees, the Subcontractor will be reimbursed for travel expenses incurred in performance of this subcontract. Expenses reimbursed are limited to costs incurred for transportation, lodging, meals, and incidentals expenses (M&IE) considered reasonable, allowable, and allocable (per the Federal Travel Regulation) and do not exceed the maximum per diem rates in effect at the time of travel within the forty-eight (48) states as set forth in the Federal Travel Regulations (FTR). Subcontractor will take reasonable steps to minimize the amount of travel expenses.

Additional guidance can be referenced through the Joint Travel Regulations (JTR) for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States; or the Standardized Regulations (SR) for travel allowances in foreign areas.

Links to the FTRs and current per diem rates can be found on the GSA web site (www.gsa.gov).

Invoicing Requirements: Travel expense reimbursement requests must be invoiced in accordance with the subcontract invoicing requirements. Receipts must show the full original itinerary, including the name of the person(s) traveling, travel dates, travel times, and destination. Airfare costs must be separated from any lodging, car rental and/or any other travel charges, and must list the airfare class, agency fees, and that the lowest reasonable airfare was booked. Subcontractor must provide itemized receipts for all airfare, agency fees, lodging and car rental company charges regardless of dollar amount AND any other travel expenditures of \$75.00 or more.

Short-Term Assignments (Business Travel Status): Assignments for thirty (30) consecutive calendar days or less during any 365-day period. Per diem and lodging will be paid in accordance with the rates established by the FTR unless otherwise specified in this subcontract. Home visits while on short-term assignments are not authorized. If an assignment originally classified as Business Travel Status is extended such that the total assignment duration exceeds thirty (30) calendar days, the assignment shall be reclassified as a Temporary Work Assignment with a deemed start date of the 31st day after the employee's first day of reimbursement for Business Travel Status.

Expenses will be reimbursed using the following guidelines:

Transportation Other than Airline: Reimbursement of transportation costs will be at the current approved General Services Administration (GSA) per mile rate for travel made by automobile, or actual fares for other public conveyance, reasonably incurred by the Subcontractor's personnel in traveling by the shortest and most direct route from his/her home office to (Hanford Site) Richland, Washington, or to other such locations and return, at the request of the Buyer. When travel is by automobile, the most direct route shall be used. Local mileage costs while at the Hanford Site will not be reimbursed, unless specifically authorized by the Buyer's authorized procurement representative.

Transportation by Airline: Airfare reimbursement is limited to the lowest reasonably available airfare to the subcontractor during normal business hours. Fourteen (14) day advanced coach airfare via the most direct route in accordance with FTR guidelines shall be purchased, unless the project work assignment or an urgent situation prevents the Subcontractor employee from obtaining the fourteen (14) day airfare. Justification must be provided if ticket was not purchased 14 or more days in advance. If an alternate route is taken outside of the to-and-from-home route, a cost comparison must be provided as the lesser of the two is allowable. The Subcontractor must book travel in accordance with FAR 31.205-46(b). Costs greater than the lowest available airfare may be reimbursed when adequate documentation is provided showing that the lowest available airfare would:

- Require travel during unreasonable hours or
- Excessively prolong travel or
- Require circuitous routing or
- Result in increased costs that would offset transportation savings or
- Not be reasonably adequate for the physical or medical needs of the traveler or
- Not meet the Buyer's business needs.

Car Rental. Travelers must use intermediate or lower class cars, unless an exception is granted, as shown in the FTR, for another class of vehicles as approved by the Buyer's authorized procurement representative prior to the car rental. If another class of vehicle is approved for use, this information shall be made available on the Subcontractor's invoice and subcontract compensation schedule disclosing approval to use a vehicle other than the least expensive intermediate car. Actual receipts must document all rental car company charges being invoiced under this contract. The fuel option at car rental agencies is unallowable and rental vehicles shall be filled up prior to return to the rental agency, unless there is a written justifiable reason for not filling up the vehicle prior to return of vehicle. Subcontractor employees will not be reimbursed for collision damage waiver, theft, personal accident insurance purchased, GPS and frequent flyer charges.

Personally-Owned Vehicle: A Subcontractor owned vehicle may be used if determined to be more cost effective. However, shipping cost and arrangements must be pre-approved by the Buyer's authorized procurement representative. The Buyer assumes no liability for accidents when Subcontractor owned or rental vehicles are used. Mileage will be reimbursed at the GSA approved rate per mile. Local mileage costs while at the Hanford Site will not be reimbursed, unless specifically authorized by the Buyer's authorized procurement representative.

Lodging. Lodging will be reimbursed at the current FTR rate or at the actual cost if less than the allowable FTR rate. Actual receipts must document all lodging costs being invoiced under this subcontract. If there are no accommodations available within the allowable FTR rates, Subcontractor may request reimbursement from the Buyer on an actual expense basis, not to exceed 300 percent of the maximum per diem allowance. The approval of actual expenses shall be requested in advance of any travel.

Meals and Incidental Expenses (M&IE). M&IE will be reimbursed at a flat rate per day when travel is more than 12 hours; not to exceed the limits specified for the geographical location in the FTR. The daily living expense (M&IE) shall be prorated at 75% during the first and last day of travel, inclusive of weekend trips home. Weekend stay-over(s) may be paid when continued work is required during the following week.

Temporary Work Assignments. More Than Thirty (30) Days, But Less Than Three Hundred Sixty-five (365) Days: In addition to the requirements set forth in the Business Travel section, the following provisions shall apply to Temporary Work Assignments:

- Reimbursement for temporary work assignments of 6 months or more are limited to the lesser of Temporary Relocation Costs (see Temporary Change of Station

allowances as described in the Code of Federal Regulations (CFR) §302-3.400 – §302-3.429) or Temporary Work Assignment as described in this section.

Subcontractor must provide the Buyer's authorized procurement representative a cost comparison between the Temporary Relocation and Temporary Work Assignment options in advance on any assignment anticipated to last 6 months or more. Temporary work assignments of 6 months or longer must be pre-approved in writing by the Buyer's authorized procurement representative. Any incurred travel and living expenses, after one hundred (180) consecutive days are not reimbursable without written pre-approval of the Buyer's authorized procurement representative.

- Effective the thirty-first (31st) day of the work assignment, M&IE will be reimbursed at 55% of the per diem rate for this location.
- Effective the sixty-first (61st) day of the work assignment, lodging will be reimbursed at the lesser of actual costs or 55% of the per diem rate for this location. SUBCONTRACTOR employees assigned to a project for more than sixty (60) days are expected to vacate hotel lodging and move into residential accommodations.
- Lodging and M&IE for the final 30 days of the work assignment will be reimbursed at full per diem rates for this location except the M&IE shall be prorated at 75% during the first and last days of travel.
- One trip home, to the primary residence, after each four (4) consecutive weeks of assignment (on travel status) to the subcontract will be reimbursed, provided a minimum of 2 weeks remain in the assignment and approved in advance by the Buyer's authorized procurement representative. Lodging costs are not reimbursed for either the en route or the 'at home' portion of home leave. However, lodging costs at the work location during home leave may be reimbursed if the lodging is on a monthly (or longer) lease.
- If a personal vehicle is used to travel to the work location or return to the primary residence, mileage will be reimbursed at the GSA approved rate per mile. Subcontractor shall take the most direct route from their place of business to their primary residence. Airfare comparison versus using personal vehicle shall not exceed the lowest reasonably available airfare per FAR 31.205-46(b). Lodging and M&IE will be based on the FTR and will be paid on the basis of actual number of days used to complete the trip, not to exceed the number of days computed on the basis of the 350 mile average driving distance/day.

- While at home, M&IE expenses are not reimbursable. M&IE on travel days will be paid at 55% except as noted above during the final 30 days of the work assignment
- The trips home are neither “bankable,” transferable nor cumulative.

Permanent Work Assignments. Unless pre-approved by the Buyer’s authorized procurement representative, work assignments of more than three hundred sixty-five (365) consecutive days are considered permanent. Any incurred travel and living expenses, after three hundred sixty-five (365) consecutive days, are not reimbursable without written pre-approval from the BUYER’s authorized procurement representative. This provision shall also apply to the Subcontractor’s employees who transfer to another subcontract. The number of consecutive days for a transferred employee shall not restart with the new subcontract but shall continue from the original subcontract assignment date.

9.7 Invoicing Instructions for Material Handling/G&A Payments

Material Handling/G&A payments, if any, will be made as deliveries progress under the Subcontract. Material Handling/G&A payments will be made at the fixed price amount established in the Compensation Schedule for each full increment of Materials/ODC’s delivered and accepted under the Subcontract.

Each invoice requesting payment for Material Handling/G&A efforts must include:

- (1) The Materials/ODC’s delivered dollar increment contained in the Compensation Schedule;
- (2) The fixed price amount to be paid for each increment of Materials/ODC’s delivered;
- (3) The cumulative total Materials/ODC’s delivered (to include the amount covered by the invoice);
- (4) cumulative Material Handling/G&A payments previously made under the Subcontract; and
- (5) Any Material Handling/G&A payment requested with the invoice (state \$0 or “none” if no payment is due) in order to receive a Material Handling/G&A payment. Non-conforming invoices will be rejected as improper for payment.

9.8 Fixed Fee Administrative Payment for Material Handling/G&A

As full compensation for the subcontractor’s material handling/G&A efforts associated with delivery of materials and Other Direct Costs (ODCs) under this Time and Material (T&M) subcontract, WRPS will pay the subcontractor a fixed price of \$_____.

The fixed payment amount will not be made until the full amount of Materials/ODC’s for this Subcontract is fully delivered and accepted.

7.1 Buy American Act - Supplies

It is the Buyer’s preference to purchase domestic end products in accordance with the Buy American Act (BAA) ([FAR 25](#)). Subcontractor certifies that all products supplied under this contract are domestic end products as defined in the Buy American Act, except those products of foreign origin which were specifically identified, evaluated, and authorized by the Buyer prior to award.

**Materials used in this Subcontract must be domestic end products as defined in [FAR 52.225-1](#) unless the Buyer, prior to award of the Subcontract, approves a request for exemption. Subcontractor requests to supply foreign materials must include adequate information for evaluation of the request as identified in [FAR 52.225-1](#).*

10. List of Subcontract Attachments

The following attachments are hereby incorporated into and made a part of this Subcontract. They shall have the same force and effect as if written into the body of the Subcontract. SUBCONTRACTOR is responsible for downloading and complying with the applicable revision as identified below.

A hyperlink is provided for downloading the referenced General Provisions, Supplemental Provisions, On-Site Work Provisions and Preliminary Hazard Analysis:

<http://www.hanford.gov/tocpmm/page.cfm?page=11>

Attachment No.	Title	Revision	Date
1	Statement of Work 339912	0	11/24/2020
2	Preliminary Hazard Analysis	NA	12/7/2020
3	Commercial General Provisions	11	8/6/2019
4	Supplemental Provisions T&M/LH	9	4/4/2020
5	Master Submittal Register (MSR)	0	11/24/2020
6	TOC Incoming Letter of Transmittal	14	NA
7	OSWP	7	8/12/2020



SOLICITATION NO: 339912

UNLESS THE BOX BELOW IS CHECKED, The SUBCONTRACTOR shall acknowledge this document, as provided herein, regardless of dollar value, by signing below and returning a signed copy of this Subcontract. This signature represents certification that all submissions (including electronic) associated with this Subcontract award are accurate, current, and complete.

If checked, Subcontractor signature not required

Authorizing Signatures:

Subcontractor

Washington River Protection Solutions, LLC

Name
Title
Phone: () -

Date

Janelle Freepons
Procurement Specialist
Phone: (509) 373-7856

Date